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Alteryx, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA

In re:
THE LITIGATION PRACTICE GROUP P.C.,
Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**DECLARATION OF CHRISTIAN
BRYAN IN SUPPORT OF
APPLICATION FOR ORDER
SHORTENING TIME RE MOTION
FOR RELIEF FROM STAY
(UNLAWFUL DETAINER)**

[No Hearing Required – LBR 9075-1(b)]

I, Christian Bryan, declare as follows,

1. I am over the age of 18 and am qualified to make the within declaration. I make this declaration in support of the Application for Order Setting Hearing on Shortened Notice (“Application”) filed by Alteryx, Inc. (“Alteryx”) whereby Alteryx seeks to shorten notice regarding its Motion for Relief from the Automatic Stay or for Order Confirming that the Automatic Stay does not Apply (“Motion”).¹ Except where indicated, the facts stated herein are based upon my own personal knowledge, and if called upon to testify, I could and would competently testify thereto.

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion or the supporting Memorandum of Points and Authorities.

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1 2. I am the Vice President of Global Real Estate of Alteryx, and I am one of the
2 individuals at Alteryx who is responsible for overseeing management and administration of the
3 books, records and files of Alteryx, as those books, records, and files pertain to the Sublease and
4 the Sublessees – Innovative Solutions Inc. (“Innovative”) and Prime Logix LLC (“Prime Logix”
5 and together with Innovative, “Sublessees”). As to the following facts, I know them to be true of
6 my own knowledge or from my review of Alteryx’s books, records, and files, which are prepared
7 or otherwise maintained in the ordinary course of Alteryx’s business by persons employed by
8 Alteryx who had knowledge of the event being recorded and had a business duty to record
9 accurately such event at or about the time of its occurrence.

10 3. On or about March 4, 2022, Alteryx and Innovative entered into that certain
11 Sublease Agreement whereby Alteryx, as sublessor, agreed to lease the property commonly known
12 as Suites 400 and 490 of 3345 Michelson Drive and Suite 400 of 3347 Michelson Drive, Irvine,
13 CA 92612 (“Property”) to Innovative, as sublessee, as amended by that certain First Amendment
14 to Sublease Agreement dated December 7, 2022, by and between Alteryx and Sublessees (the
15 “Sublease”). The Litigation Practice Group, P.C. (“LPG”) guaranteed the Sublessees’ obligations
16 under the Sublease. A true and correct copy of the Sublease, redacted as necessary to protect
17 confidentiality, is attached to as Exhibit 1 to my declaration made in support of the Motion.

18 4. Based on an Officer’s Certificate provided by Innovative to Alteryx, Innovative is
19 the sole member of Prime Logix. Based on the Officer’s Certificate, Prime Logix provides
20 administrative support services to Innovative and the law firms Innovative services.

21 5. The Sublease requires that Sublessees obtain Alteryx’s written consent prior to any
22 sub-sublet of the Property. The First Amendment to Sublease Agreement asserts that no other
23 individuals or entities occupy any portion of the Property, and that the same will not occur without
24 Alteryx’s prior written consent. Sublessees have not obtained consent for any person or entity, other
25 than Sublessees, to occupy the Property. On information and belief, parties other than Sublessees
26 and the Trustee are occupying the Property.

27 6. The Sublease requires that Sublessees maintain sufficient minimum insurance in
28 accordance with the terms of the Sublease.

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7. Sublessees defaulted under the Sublease when they failed to make all payments required under the Sublease as and when due and deliver an additional letter of credit in favor of Alteryx as required under the Sublease. These defaults resulted in Alteryx serving 3-Day Notices to Pay or Quit on Sublessees on each of April 4, 2023, May 10, 2023, and June 5, 2023.

8. Following service of the notice on June 5, 2023, Trustee's counsel contacted Alteryx to advise that the Trustee was now in possession of the Property. I am informed that the Trustee contends or has contended that the Sublease is property of the Debtor's bankruptcy estate. I am further informed that the Trustee contends or has contended that an oral sub-sublease agreement between Sublessees and The Phoenix Law Group, which calls for no monthly rent whatsoever, constitutes property of the estate.

9. I am not aware of any sublease agreements as between Sublessees and any third parties.


10. To date, Sublessees have failed to pay rent and other charges in the total amount of \$492,078.72, all of which is on account of post-petition rent.

11. Sublessees' insurance has lapsed. Insurance has not been renewed, despite demand.

12. Certain repairs to the Property are necessary, which Alteryx is obligated to do under its master lease. Alteryx has been unable to complete the repairs, despite request for access to the Property to do so. While Alteryx has the right to access the Property to conduct necessary repairs, it has attempted in good faith to work with the Trustee given the current state of affairs and the various court orders.

13. On information and belief, third parties other than Sublessees and the Trustee are in possession of the Property without Alteryx's written consent.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 17th day of August 2023 at Harrington Park, New Jersey.


Christian Bryan (Aug 17, 2023 06:50 EDT)

Christian Bryan